

***DRAKE PUBLIC SCHOOL***

***MASTER CONTRACT***

***TWO YEAR AGREEMENT  
2015-2016/2016-2017***

## **DRAKE MASTER CONTRACT**

### **FRINGE BENEFITS**

**PERSONAL LEAVE:** Each teacher will be granted two (2) days of personal leave each year, this leave may be accumulative up to five (5) days. No more than three (3) days of personal leave may be taken at any one time. Granting of personal leave is at the discretion of the Administration. Teachers are required to give a three (3) day notice to the administration preceding the request. It is recommended that personal leave not be taken prior to or following a holiday or weekend. The first five days of personal leave will not be reimbursed; any days beyond five will be reimbursed at substitute teacher pay.

**HEALTH INSURANCE:** Each teacher shall receive 90% of one single health insurance policy, 51% for a single plus dependent, and 35% for a family for the 2013-14 and for the 2013-2014 year, part time teachers shall receive the same percentage of a single policy as their teaching contract is computed for, (example 4/7, 5/7, teachers shall receive 4/7, 5/7 of a single policy). If a high deductible policy is considered, the Board will ask for professional staff input prior to the finalization of a new deductible contract. For the teacher not joining the medical group plan, a taxable cash option of \$1,800.00 will be provided.

**SICK LEAVE:** Each teacher shall be granted ten (10) days sick leave per year cumulative to 90 days. Teachers are responsible for informing the Administration of their illness as early as possible, to allow time to contact a substitute.

After 10 years of service to the district, a teacher, when leaving will be reimbursed for accumulated sick leave at a rate of \$35.00 a day to a maximum of 90 days.

**EMERGENCY LEAVE:** Will be granted at the discretion of the Administration. The leave will be taken from the staff member's sick leave.

**MATERNITY LEAVE:** For teachers with less than 30 sick days, 10 additional maternity/paternity leave days will be granted with the total of maternity/paternity and sick leave days not to exceed 30 days.

**PROFESSIONAL LEAVE:** May be taken for the purpose of attending workshops and other in-service programs. The days must be approved by the Administration and must be requested at least one week in advance.

**TEACHERS RETIREMENT:** Full assessments and contributions to be paid by the district on teaching and extra-curricular salaries for the coming negotiated agreement.

### **GENERAL ITEMS**

**EXTRA DUTY PAY:** Extra duty pay for all teachers giving up prep periods to supervise or teach another class will be reimbursed at a sum of sub rates per period.

It will be the teacher's responsibility to complete a verification form upon performing the duty and turn a copy into the principal. The principal will keep a record of such classes and will submit it to the Business Manager for payment, which will be semi-annually.

**ACTIVITY BUS DRIVING:** Coaches and advisors shall receive payment for driving activity buses at the scheduled rate.

**EXTENDED CONTRACTS:** Career & Technical, Business and Office Technology Education teacher will be hired on a maximum of 185 days with any of the five days over the normal 180 day contract paid as 1/180 of the contracted salary.

If the FBLA National conference is attended, the Career & Technical, Business and Office Technology Education teacher will be remunerated an additional \$750.00 on the Extra Curricular salary schedule.

**CLASS ADVISORS:** Advisors for grades 7-8-9-10-11 will be reimbursed \$50.00 per year. These advisors are responsible for conducting class meetings. These advisors are not required to conduct fundraisers.

**PROFESSIONAL ASSOCIATIONS:** Board will pay up to \$100 towards a professional membership per teacher.

**SCHOOL CALENDAR:** The final draft of the upcoming school calendar will be discussed with the teachers.

**LANE CHANGES:** Criteria for movement across the salary schedule a teacher must attain 8 semester hours of graduate level work in their Major or Minor field, or be in a planned graduate program that has been approved by the Drake School Board. Proof of completion shall be filed with the Business Manager by October 1, to advance to the next step, undergraduate courses are to be approved by the Board for credit prior to taking the course.

**NOON DUTY:** Teachers scheduled on noon duty will have their noon lunch paid.

**DUAL CREDIT:** Teachers teaching dual credit classes will be paid an additional \$300.00 per semester.

**LIQUIDATED DAMAGES:** Once a contract is signed, it is assumed that teachers will not request a release during the term of the contract. It is mutually acknowledged that termination of a contract by the teacher, prior to the completion of the contract terms results in damages to the School District, which are impractical or extremely difficult to actually ascertain. In an effort to fix compensation which bears reasonable relationship to probable damages and which is not disproportionate to reasonably anticipated damages, the following sum shall be paid by a teacher requesting a release from contract which is approved by the School Board:

Release Requested During Period From:

|           |               |           |
|-----------|---------------|-----------|
| June 1    | - June 30     | \$500.00  |
| July 01   | -July 31      | \$1000.00 |
| August 01 | -September 01 | \$2000.00 |

**REDUCTION IN FORCE:** The RIF policy will be used when reduction of professionally certified staff becomes necessary because of, but not limited to, (1) declining enrollment, (2) program curtailment, or (3) economic factors beyond the control of the board. Reductions in staff, as they become necessary, will be made which have the least detrimental effect on the children.

In general, this objective dictates a staff reduction policy which:

Retains the most effective teachers,

Avoids undue increase in class size,

Provides consideration for the exceptional teacher without exclusive emphasis on seniority.

**When a teacher is released, the decision will be based on the composite of the following criteria:**

**Type, quantity and quality of service made to the teaching profession and the school district.**

**Adaptability to other assignments (academic and extra-curricular.)**

**Evidence of professional growth as well as specialized or advanced training.**

**Previous history of grade levels and subject areas taught.**

**Effectiveness in teaching and in related professional responsibilities evidenced by documented results of teacher evaluations.**

**Time in service in Drake Public School.**

**Separated personnel returning to employment will be placed on the salary schedule at the level at which they left the system (or where they should be according to education or experience.)**

**Any teacher(s) discharged due to declining enrollment, program curtailment or economic factors will be given first consideration for any position(s) for which a teacher(s) is qualified, when and if an opening occurs, listing of position with the Teacher Placement Bureau will constitute notification. Former teachers will receive first consideration for a period of three (3) years.**

**GRIEVANCE PROCEDURE: A grievance shall mean an alleged violation, interpretation or application of any specific provisions of the negotiated agreement of Board policy or other conditions of employment.**

**In the event of a grievance, the teacher or association shall:**

- 1. Meet informally with the principal or superintendent and discuss the problem at hand. (A grievance involving the act of an administrator other than a principal shall be filed with the administrators involved.)**
- 2. If the problem is not settled to the teacher's or association's satisfaction, the teacher or the association may then file a formal grievance, in writing, to the principal. The violations should have become known to the teacher's association. The principal will provide the aggrieved teacher and association with a written answer to the alleged violation within ten (10) days.**

**A formal grievance shall give the following information:**

- A. Name of the grievant**
  - B. Date of the alleged violation**
  - C. Section of the negotiated agreement or condition of employment in question**
  - D. Statement of violation**
  - E. Remedy asked for by grievant**
- 3. The teacher or association may have a representative of the local association or legal counsel present at the meeting if they desire. Notice of legal counsel must be given at least ten (10) days before the meeting date with the Board of Education.**
  - 4. A meeting with the School Board, grievant, representative of the local association, or legal counsel present to solve the grievance will be held.**

5. *If it is not settled a third party by mutual agreement between the School Board, grievant, and association will be consulted. The Board with the recommendation of the third party will come to a decision.*
6. *The recommendation of the third party will be submitted to the Board, grievant, and association. The Board with the recommendation of the third party will come to a decision.*
7. *All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.*
8. *The decision of the Board of Education is final.*

**YEARS OF EXPERIENCE:** *Instructors entering the Drake Public School system will be allowed all years of experience credits.*

**SAVINGS CLAUSE:** *If any item in the contract is found to be in violation of North Dakota Law, only that aspect of the contract shall be void.*

*Any item which has been negotiated and agreed upon by the Drake School Board and the Drake Faculty Negotiating Team will subsequently be in the Master Contract.*

*Two years Master Contract Agreement, 2015-16, 2016-2017 School Terms.*

|   |                               |
|---|-------------------------------|
| <i>Board of Education President</i>       | <i>Head Negotiator, Staff</i> |
| <i>Date</i>                               | <i>Date</i>                   |
| <i>Board of Education Head Negotiator</i> | <i>Staff Negotiator</i>       |
| <i>Date</i>                               | <i>Date</i>                   |

**EXTRA CURRICULAR**

**EXTRA CURRICULAR:** *The extra-curricular schedules for the coming school years are in effect until re-negotiated.*

*Cooperative Activities staff will not be placed on the salary schedule.*

*Management reserves the right to pay above the activity schedule at their discretion.*

**EXTRA CURRICULAR ACTIVITY SCHEDULE**

|  |               |                                   |                      |
|--|---------------|-----------------------------------|----------------------|
| <b>FFA</b>   | <b>\$3100</b> | <b>Three Act Play (1)</b>         | <b>\$1200</b>        |
| <b>FBLA</b>  | <b>\$1950</b> | <b>Acalympic</b>                  | <b>\$50/Meet</b>     |
| <b>If attending National FBLA Convention an additional</b> | <b>\$750</b>  | <b>Science Olympiad</b>           | <b>\$ 500 /coach</b> |
| <b>Yearbook</b>  | <b>\$1200</b> | <b>One Act Play</b>               | <b>\$1200</b>        |
| <b>Character Counts</b>                                    | <b>\$200</b>  | <b>Student Council</b>            | <b>\$500</b>         |
| <b>SADD</b>  | <b>\$1000</b> | <b>Jr. Class Activities Coor.</b> | <b>\$2700</b>        |

**Drake Public School One Line Salary Schedule**

All current faculty salary will be used to create a base line salary for each individual staff member.

**2015-2016 School Year**

|                 |                 |                 |                 |                 |                 |                 |
|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| <b>BS</b>       | <b>BS + 8</b>   | <b>BS +16</b>   | <b>BS + 24</b>  | <b>BS + 32</b>  | <b>MS</b>       | <b>MS + 8</b>   |
| <b>\$34,500</b> | <b>\$35,000</b> | <b>\$35,500</b> | <b>\$36,000</b> | <b>\$36,500</b> | <b>\$37,000</b> | <b>\$37,500</b> |

**2016-2017 School Year**

|                 |                 |                 |                 |                 |                 |                 |
|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|
| <b>BS</b>       | <b>BS + 8</b>   | <b>BS +16</b>   | <b>BS + 24</b>  | <b>BS + 32</b>  | <b>MS</b>       | <b>MS + 8</b>   |
| <b>\$37,000</b> | <b>\$37,500</b> | <b>\$38,000</b> | <b>\$38,500</b> | <b>\$39,000</b> | <b>\$39,500</b> | <b>\$40,000</b> |

All newly hired teachers will be allowed to bring in all years experience at a rate of \$450 per year. All teachers currently in the system, who either were not allowed to bring in all their years of experience or who were frozen because of salary schedule will have years of experience placed in retroactively to their 2009-2010 school year.

Each faculty salary will receive a \$2500 pro-rated annual increase for 2015-16 school year to create a new base line salary for each teacher. In the 2016-2017 school year, each faculty salary will be increased by \$2500 to create a new base line salary for each teacher.

All negotiated increases to the base salary will result in an across the board increase to all teacher's base line salary.

Lane changes for returning teachers will be at the same value as the newly hired lane change value.

**Any teacher whose salary falls below the minimum annual salary of that teacher's applicable education lane will have his/her salary adjusted up to the minimum annual salary of that educational lane.**

**No returning teacher shall receive less salary than a newly hired teacher with the same or less years of teaching experience and on the same educational lane.**

**Teachers will be paid \$150 per day for every required day over the DPI required contact days.**

**Mileage compensation for shared teachers going between Drake and Anamoose will be at state mileage rates.**